

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JAVIER TORRES SANCHEZ and OSCAR DAVID  
POSADA,

Plaintiffs,

v.

KTG MULTISERVICES INC., ANDREA  
CATALINA GONZALEZ, ALVEIRO  
ECHEVERRI, and ROSA MARTINEZ,

Defendants.

21 CV 751 (JLR)(GWG)

**NOTICE OF ACCEPTANCE OF  
OFFER OF JUDGMENT**

PLEASE TAKE NOTICE that pursuant to Fed. R. Civ. P. Rule 68, Plaintiffs Javier Torres Sanchez and Oscar David Posada, and opt-in Plaintiff Luis Lopez accept Defendants KTG Multiservices Inc., Andrea Catalina Gonzalez, Alveiro Echeverri, and Rosa Martinez's Offer of Judgment of \$350,000 in the above captioned action. Defendants' Offer of Judgment pursuant to Fed. R. Civ. P. Rule 68 is attached hereto as Exhibit A.


Dated: New York, New York  
June 30, 2023

Respectfully submitted,

JOSEPH & KIRSCHENBAUM LLP

Dated: July 5, 2023  
New York, New York

**SO ORDERED.**

  
**JENNIFER L. ROCHON**  
United States District Judge

By: /s/ Josef Nussbaum  
Josef Nussbaum  
32 Broadway, Suite 601  
New York, NY 10004  
Tel: (212) 688-5640

*Attorneys for Plaintiffs*

**CERTIFICATE OF SERVICE**

Josef Nusbaum, an attorney duly admitted to practice before this Court, certifies that on June 30, 2023, he caused the within acceptance of Rule 68 offer of judgment to be served on Defendants' counsel via email and ECF filing.

/s/ Josef Nussbaum  
Josef Nussbaum

# EXHIBIT A

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**RULE 68 OFFER OF JUDGMENT**

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants KTG Multiservices Inc., Andrea Catalina Gonzalez, Alveiro Echeverri, and Rosa Martinez (“Defendants”), by and through their Attorneys, Hamra Law Group, P.C., and the undersigned, hereby offer to Plaintiffs Javier Torres Sanchez and Oscar David Posada, and opt-in Plaintiff Luis Carlos Lopez (“Plaintiffs”) to take a judgment against Defendants in the total amount of \$350,000.00, jointly and severally against each Defendant, which offer encompasses all of Plaintiff’s Causes of Action contained in the Complaint, based upon facts existing as of the date of acceptance of the offer. This offer of judgment is made for the purposes specified in Fed R. Civ. P. Rule 68 and is not to be construed as an admission that Defendants are liable in this action on any of Plaintiffs’ causes of action, that Defendants have in any manner or way violated any of Plaintiffs’ rights or the rights of any other person or entity, or that Plaintiffs have suffered any damages.

If Plaintiffs do not accept this offer, in writing, within 14 days after service of this offer upon him, this offer will be deemed rejected. If the judgment Plaintiffs obtain against Defendants, if any, is not more favorable than this Offer of Judgment, Plaintiffs must pay Defendants all costs they incur after this offer.

If this offer is accepted it shall be subject to post-judgment interest from the date judgment is entered until the date the judgment is fully satisfied at the rate fixed pursuant to 28 U.S.C. § 1961.

Pursuant to New York Labor Law § 198(4), if this offer is accepted and judgment is entered, any or all of the judgment which is not paid within ninety (90) days of the date of the judgment shall be automatically increased at the rate of 15% of the judgment amount.

Dated: Great Neck, New York  
June 30, 2023

HAMRA LAW GROUP, P.C.

  
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TO VIA EMAIL:

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